

94975010



TRUST DEED  
THIS INSTRUMENT PREPARED BY AND  
MAILED TO:  
Michael T. O'Connor  
Puchs & Roselli, LEU  
6 W. Hubbard St., 800  
Chicago, IL 60610. CTTE?

THE ABOVE SPACE FOR RECORDER'S USE ONLY

5/38/567 pm

THIS INDENTURE, made November 9, 1994, between FENTON C. BOOTH and SUSAN E. BOOTH, his wife;

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witness that, WHEREAS the Mortgagors are justly indebted to the legal holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as holders of the Note, in the principal sum of

One Hundred Twelve Thousand One Hundred Twenty-Five and 00/100 (\$112,125.00) Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from November 9, 1994 on the balance of principal remaining from time to time unpaid at the rate of seven (7%) per cent per annum in installments (including principal and interest) as follows:

Six Hundred Fifty-Four and 06/100 Dollars (\$654.06) Dollars or more on the 1st day of January 1995 and Six Hundred Fifty-Four and 06/100 (\$654.06) Dollars or more on

the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of December, 1995. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment, unless paid when due, shall bear interest at the rate of twelve (12%) per annum, and all of said principal and interest being made payable at such banking house or trust company in Wilmette, Illinois, as the holders of the note may, from time to time, in writing appoint; and in absence of such appointment at the office of William J. Ballantyne, in said City, 3230 Sprucewood Lane, Wilmette, Illinois 60691.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, to wit: all that certain parcel of land, together with the improvements thereon, situated in the County of Cook, State of Illinois, as the holders of the note may, from time to time, in writing appoint; and in absence of such appointment at the office of William J. Ballantyne, in said City, 3230 Sprucewood Lane, Wilmette, Illinois 60691.

See Exhibit A attached hereto and hereby made a part hereof. Address: 1122 West Schuyler Chicago, Illinois P.I.N. 14-29-001-041

COOK COUNTY RECORDER 94975010

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belong to, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, heating (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-door beds, awnings, stoves and water heaters; All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes set forth on the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written. Fenton C. Booth Susan E. Booth

STATE OF ILLINOIS, County of Cook, ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT FENTON C. BOOTH and SUSAN E. BOOTH, his wife, who are personally known to me to be the same person as whose names are subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged, that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth.

Notary Public, State of Illinois My Commission Expires 6/1/95 Pamela Murray Notary Public

2950

THE COVENANTS, CONDITIONS AND PROVISIONS HEREIN TO BE HERRID TO ON PAGE 1 OF THE TRUST DEED TO THE TRUSTEE OF THIS TRUST DEED:

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged, destroyed, or removed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due; and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby; all in companies satisfactory to the holders of the note; under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the promaturity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, charges for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Tarrans certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the promaturity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof, or accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and, without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or appropriate in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any act or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or successor trustee shall be entitled to receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust Act" of the State of Illinois shall be applicable to this trust deed.

17. The Rider containing paragraphs 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

**IMPORTANT!**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 78-534  
**CHICAGO TITLE AND TRUST COMPANY,**  
Trustee,  
By Delbert K. Blawie  
Assistant Secretary/Assistant Vice President

MAIL TO: Michael J. O'Connor, Esq.  
Fuchs & Rosalli, Ltd.  
Six West Hubbard Street, Suite 800  
Chicago, IL 60610

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
1122 West Schubert  
Chicago, IL 60614

PLACE IN RECORDER'S OFFICE BOX NUMBER



# UNOFFICIAL COPY

9 4 9 7 5 1 1 0

## EXHIBIT A ATTACHED TO TRUST DEED

THAT PART OF LOTS 22, 23 AND 24 IN LILL'S SUBDIVISION OF BLOCK 11 IN LILL AND DIVERSEY'S SUBDIVISION OF OUT LOTS 11 AND 12 IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT OF THE NORTHWESTERLY LINE OF SAID LOT 22 WHICH IS 62.50 FEET SOUTH 45 DEGREES WEST OF THE MOST NORTHERLY CORNER OF LOT 22, THENCE SOUTH 45 DEGREES EAST ON A LINE WHICH IS PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOTS 22, 23 AND 24, 19.19 FEET; THENCE SOUTH 12 DEGREES 49 MINUTES WEST 58.93 FEET TO A POINT IN THE SOUTH LINE OF SAID LOTS; THENCE WEST 36.35 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTH 00 DEGREES 18 MINUTES 30 SECONDS WEST ALONG THE EAST LINE OF AN ALLEY 18.59 FEET TO ANGLE POINT IN SAID EASTERLY LINE OF ALLEY; THENCE NORTH 45 DEGREES WEST ALONG THE NORTHEASTERLY LINE OF ALLEY 11.68 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 22; THENCE NORTH 45 DEGREES EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 22, 62.50 FEET MORE OR LESS TO THE POINT OF BEGINNING, ALSO THAT PART OF LOT 21 IN LILL'S SUBDIVISION OF BLOCK 11 IN LILL AND HEIRS OF M. DIVERSEY ESTATE SUBDIVISION OF OUT LOTS 11 AND 12 IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 21; THENCE NORTHEASTERLY ALONG THE SOUTHEAST LINE OF SAID LOT 21, A DISTANCE OF 2.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG SOUTHEAST LINE OF SAID LOT 21, A DISTANCE OF 58.60 FEET TO A POINT; THENCE NORTHWESTERLY AT RIGHT ANGLE A DISTANCE OF 4.17 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF PARTY WALL, A DISTANCE OF 58.60 FEET TO A POINT; THENCE SOUTHEASTERLY A DISTANCE OF 3.98 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ADDRESS: 1122 WEST SCHUBERT, CHICAGO, ILLINOIS

P.I.N.: 14-29-401-041

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Property of Cook County Clerk's Office

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RIDER TO TRUST DEED DATED NOVEMBER 9, 1994

1. Any conflict between this Rider and the Trust Deed, this Rider shall control.
2. Any provision of this Trust Deed prohibited by law shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions hereof. A default under the terms of any instrument securing the Installment Note ("Note") of even date shall, at the option of the holders of said Note and this Trust Deed, be considered a default of this Trust Deed.
3. Notwithstanding any provisions herein or in any instrument now or hereafter securing the Note of even date or this Trust Deed, the total liability for payments in the nature of interest shall not exceed the limits imposed by the usury laws of the State of Illinois.
4. The Note which this Trust Deed secures is a business loan for business purposes only.
5. If this Trust Deed is placed in the hands of an attorney for collection, or suit is filed herein, or if proceeds are held in bankruptcy, receivership, reorganization or other legal or judicial proceedings for the collection hereof, the Mortgagor agrees to pay to the holder of this Trust Deed and companion Note all costs of collection, including without limitation reasonable attorneys' fees, and all expenses incurred in connection with the protection or realization of any security, incurred by the holder hereof on account of such collection.
6. Any sale, conveyance or transfer of any right, title or interest in the premises serving as collateral for this Note or any portion thereof, or any sale, transfer or assignment of any part of the beneficial interest without the prior written approval of Chicago Title and Trust Company, as Trustee hereunder and the holder of the companion Installment Note shall constitute a default ("Default") hereunder on account of which the Mortgagee and holder of the companion Note may declare the entire indebtedness evidenced by this Trust Deed and companion Installment Note to be immediately due and payable and foreclose this Trust Deed immediately or at any such time default occurs.
7. In the event that any installment of interest or principal is not paid within five (5) days after the date same is due, the undersigned promises to pay a "Late Charge" equal to ten percent (10%) of the payment then due and owing, which Late Charge shall be cumulative and apply to each payment of interest and principal not paid as due.
8. To the extent permitted by law, Mortgagor to this Trust Deed shall not and will not apply for or avail itself of any appraisal, valuation, stay, execution or exemption laws, or so-called "Moratorium Laws", now existing or hereinafter enacted in order to prevent or hinder the enforcement of foreclosure of the Trust Deed, but hereby waives the benefit of such laws. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted on behalf of Mortgagor and each and every person acquiring any interest in or title to the premises described in the Trust Deed subsequent to the date of the said Trust Deed, and on behalf of all other persons to the extent permitted by the provisions of the Illinois Revised Statutes. In the event a deed is not immediately issued, pursuant to provisions of the Illinois Revised Statutes, to the purchaser at any sale had under any order or decree of foreclosure of this Trust Deed, Mortgagor hereby expressly agrees that (1) such Purchaser shall nevertheless be entitled to immediate possession of the premises and to all rents, issues and profits thereof accruing, and (2) all income thereupon collected by such purchaser, less all expenses attributable to such purchaser's remaining in possession of the property, shall be credited against the sum of money for which the premises were sold to such purchaser, in the event of redemption from sale.

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# UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
Clerk of the Court

\_\_\_\_\_  
Deputy Clerk of the Court

\_\_\_\_\_  
Deputy Clerk of the Court

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Deputy Clerk of the Court

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Deputy Clerk of the Court

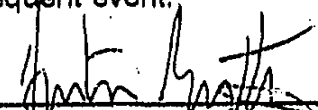
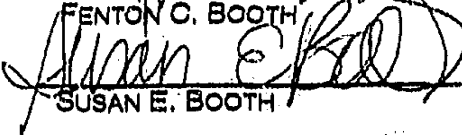
RECORDED

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

9. The undersigned shall deposit with the Holder of the Trust Deed and Note ("Holder") on the 1st day of each month a sum equal to one-twelfth (1/12th) of the yearly taxes which may become a lien on the premises and one-twelfth (1/12th) of the estimated annual premiums for insurance coverages required to be kept and maintained by the undersigned, all as reasonably estimated to provide sufficient sums for the full payment of such charges one (1) month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a default hereunder. If the amount of the funds held by the Holder shall not be sufficient to pay all such charges as herein provided, Mortgagors shall pay to Holder any amount necessary to make up the deficiency within fourteen (14) days from the date notice is mailed by Holder to Mortgagors requesting payment thereof.

10. The remedies of the Mortgagee hereof, whether provided herein or in the companion Installment Note, shall be cumulative and concurrent and may be pursued singularly, successively or concurrently at the sole discretion of the Mortgagee or holder hereof. No act or omission or commission of the Mortgagee or holder hereof, including without limitation any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of same. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent event, remedy or recourse as to a subsequent event.

  
\_\_\_\_\_  
FENTON C. BOOTH  
  
\_\_\_\_\_  
SUSAN E. BOOTH

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# UNOFFICIAL COPY

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Department of Water  
John R. Bolden  
Commissioner



Chicago  
Richard M. Daley  
Mayor

51416952

STATE OF ILLINOIS )  
COUNTY OF COOK )

DEPT-11 \$23.50  
T#0013 TRAN 1166 11/16/94 14:29:00  
#2144 # AF #---P4-975011  
COOK COUNTY RECORDER

## IN THE OFFICE OF THE RECORDER OF DEEDS COOK COUNTY, ILLINOIS

The City of Chicago, a Municipal Corporation, existing by and under the laws of the State of Illinois, by JOHN R. BOLDEN COMMISSIONER OF WATER, having received payment, hereby release the Claim for Lien in the Sum of \$2,106.36 filed in the Office of the Recorder of Deeds, Cook County, Illinois, as Document Number 93-084993 upon the hereinafter described premises to wit:

"SEE EXHIBIT A"

Commonly known as: 3209 W. Pierce, Chicago, Illinois.

CITY OF CHICAGO  
A Municipal Corporation

JOHN R. BOLDEN  
Commissioner of Water

*James M. Thomas*  
JAMES M. THOMAS  
Director of Legal Services  
Suite LL10  
333 S. State Street  
(312) 747-8329



Give under my Hand and  
Notarial Seal this 24th  
day of October, 1994

*Sandra L. Bevens*  
NOTARY PUBLIC

OFFICIAL SEAL  
SANDRA L. BOWENS  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES JAN. 29, 1998

*738*  
DIANA ORTIZ  
2712 W. Melrose  
Chicago, IL 60618

94975011

UNOFFICIAL COPY

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11-1900  
COOK COUNTY CLERK'S OFFICE  
11027000

Property of Cook County Clerk's Office



UNOFFICIAL COPY

94975010



TRUST DEED  
THIS INSTRUMENT PREPARED BY AND  
MAILED TO:  
Michael T. O'Donnor  
Fuchs & Roselli, Ltd.  
6 W. Hubbard St. #800  
Chicago, IL 60610 CTTC 7

THIS ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made November 9, 1994, between FENTON C. BOOTH and SUSAN E. BOOTH, his wife,

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as "TRUSTEE," witnesseth THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instrument (Note hereinafter described, and legal holder or holders being herein referred to as "Holder of the Note," in the principal sum of

One Hundred Twelve Thousand One Hundred Twenty-Five and 00/100 (\$12,125.00) Dollars, evidenced by one certain Instrument Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from November 9, 1994, on the balance of principal remaining from time to time unpaid at the rate of seven (7%) per cent per annum in installments (including principal and interest) as follows:

Six Hundred Fifty-Four and 06/100 Dollars (\$654.06) Dollars or more on the 1st day of January 1995, and Six Hundred Fifty-Four and 06/100 (\$654.06) Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of December, 1995. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder, to principal; provided, that the principal of each installment, unless paid when due shall bear interest at the rate of twelve (12%) per annum, and all of said principal and interest being made payable at such banking house or trust company in Wilmette, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of William J. Ballantyna, in said City, 3230 Sprucewood Lane, Wilmette, Illinois, 60691.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, adjoining and being in the CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, to wit: (See Exhibit A attached hereto and hereby made a part hereof)

Address: 1122 West Schubert, Chicago, Illinois  
P.L.N. 14-29-401-04

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parly with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon or used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, heating (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inlaid beds, awnings, stores and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.  
Fenton C. Booth  
Susan E. Booth

STATE OF ILLINOIS, ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT FENTON C. BOOTH and SUSAN E. BOOTH, his wife,

who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Notary Public, State of Illinois  
My Commission Expires 6/1/95  
Pamela Murray  
Notary Public

5138/561 pm

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94-275010

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 OF THIS TRUST DEED

UNOFFICIAL COPY

1. Mortgagors shall (a) promptly repair, restore or rebuild any building or improvement now or hereafter on the premises which may become damaged, or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holder of the note; (d) complete within a reasonable time any building or building now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay, before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, power service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent in the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after a sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be lien occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency in case of a sale and deficiency.
10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee and it may require indemnities satisfactory to it before exercising any power herein given.
13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof, and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid; which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
16. Before releasing this trust deed, Trustee or successor trustee shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust Agency Act" of the State of Illinois shall be applicable to this trust deed.
17. The Rider containing paragraphs 18 through 20 attached hereto and incorporated herein by reference.

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**IMPORTANT!**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURITY TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 78-534  
**CHICAGO TITLE AND TRUST COMPANY,**  
 Trustee.  
 By Deborah K. Blawie  
 Assistant Secretary/Assistant Vice President

MAIL TO: Michael T. O'Connor, Esq.  
 Fuchs & Roselli, Ltd.  
 Six West Hubbard Street, Suite 800  
 Chicago, IL 60610

FOR RECORDER'S INDEX PURPOSES  
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
1122 West Schubert  
 Chicago, IL 60614

PLACE IN RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_



# UNOFFICIAL COPY

## EXHIBIT A ATTACHED TO TRUST DEED

THAT PART OF LOTS 22, 23 AND 24 IN LILL'S SUBDIVISION OF BLOCK 11 IN LILL AND DIVERSEY'S SUBDIVISION OF OUT LOTS 11 AND 12 IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT OF THE NORTHWESTERLY LINE OF SAID LOT 22 WHICH IS 62.50 FEET SOUTH 45 DEGREES WEST OF THE MOST NORTHERLY CORNER OF LOT 22, THENCE SOUTH 45 DEGREES EAST ON A LINE WHICH IS PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOTS 22, 23 AND 24, 19.19 FEET; THENCE SOUTH 12 DEGREES 49 MINUTES WEST 58.93 FEET TO A POINT IN THE SOUTH LINE OF SAID LOTS; THENCE WEST 36.95 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTH 00 DEGREES 18 MINUTES 30 SECONDS WEST ALONG THE EAST LINE OF AN ALLEY 18.59 FEET TO ANGLE POINT IN SAID EASTERLY LINE OF ALLEY; THENCE NORTH 45 DEGREES WEST ALONG THE NORTHEASTERLY LINE OF ALLEY 11.66 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 22; THENCE NORTH 45 DEGREES EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 22, 62.50 FEET MORE OR LESS TO THE POINT OF BEGINNING, ALSO THAT PART OF LOT 21 IN LILL'S SUBDIVISION OF BLOCK 11 IN LILL AND HEIRS OF M. DIVERSEY ESTATE SUBDIVISION OF OUT LOTS 11 AND 12 IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 21; THENCE NORTHEASTERLY ALONG THE SOUTHEAST LINE OF SAID LOT 21, A DISTANCE OF 2.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG SOUTHEAST LINE OF SAID LOT 21, A DISTANCE OF 58.60 FEET TO A POINT; THENCE NORTHWESTERLY AT RIGHT ANGLE A DISTANCE OF 4.17 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF PARTY WALL, A DISTANCE OF 58.60 FEET TO A POINT; THENCE SOUTHEASTERLY A DISTANCE OF 3.98 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ADDRESS: 1122 WEST SCHUBEFT, CHICAGO, ILLINOIS

P.I.N.: 14-29-401-041

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Property of Cook County Clerk's Office

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1. Any conflict between this Rider and the Trust Deed, this Rider shall control.
2. Any provision of this Trust Deed prohibited by law shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions hereof. A default under the terms of any instrument securing the Installment Note ("Note") of even date shall, at the option of the holders of said Note and this Trust Deed, be considered a default of this Trust Deed.
3. Notwithstanding any provisions herein or in any instrument now or hereafter securing the Note of even date or this Trust Deed, the total liability for payments in the nature of interest shall not exceed the limits imposed by the usury laws of the State of Illinois.
4. The Note which this Trust Deed secures is a business loan for business purposes only.
5. If this Trust Deed is placed in the hands of an attorney for collection, or suit is filed herein, or if proceeds are held in bankruptcy, receivership, reorganization or other legal or judicial proceedings for the collection hereof, the Mortgagor agrees to pay to the holder of this Trust Deed and companion Note all costs of collection, including without limitation reasonable attorneys' fees, and all expenses incurred in connection with the protection or realization of any security, incurred by the holder hereof on account of such collection.
6. Any sale, conveyance or transfer of any right, title or interest in the premises serving as collateral for this Note or any portion thereof, or any sale, transfer or assignment of any part of the beneficial interest without the prior written approval of Chicago Title and Trust Company, as Trustee hereunder and the holder of the companion Installment Note shall constitute a default ("Default") hereunder on account of which the Mortgagee and holder of the companion Note may declare the entire indebtedness evidenced by this Trust Deed and companion Installment Note to be immediately due and payable and foreclose this Trust Deed immediately or at any such time default occurs.
7. In the event that any installment of interest or principal is not paid within five (5) days after the date same is due, the undersigned promises to pay a "Late Charge" equal to ten percent (10%) of the payment then due and owing, which Late Charge shall be cumulative and apply to each payment of interest and principal not paid as due.
8. To the extent permitted by law, Mortgagor to this Trust Deed shall not and will not apply for or avail itself of any appraisal, valuation, stay, execution or exemption laws, or so-called "Moratorium Laws", now existing or hereinafter enacted in order to prevent or hinder the enforcement of foreclosure of the Trust Deed, but hereby waives the benefit of such laws. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted on behalf of Mortgagor and each and every person acquiring any interest in or title to the premises described in the Trust Deed subsequent to the date of the said Trust Deed, and on behalf of all other persons to the extent permitted by the provisions of the Illinois Revised Statutes. In the event a deed is not immediately issued, pursuant to provisions of the Illinois Revised Statutes, to the purchaser at any sale had under any order or decree of foreclosure of this Trust Deed, Mortgagor hereby expressly agrees that (1) such Purchaser shall nevertheless be entitled to immediate possession of the premises and to all rents, issues and profits thereof accruing, and (2) all income thereupon collected by such purchaser, less all expenses attributable to such purchaser's remaining in possession of the property, shall be credited against the sum of money for which the premises were sold to such purchaser, in the event of redemption from sale.

94375010

# UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CLERK OF THE COUNTY OF COOK, ILLINOIS

By \_\_\_\_\_

Deputy Clerk

COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

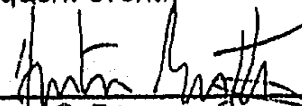
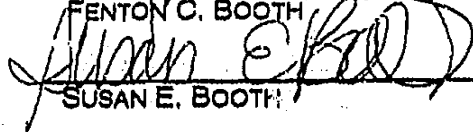
COOK COUNTY CLERK'S OFFICE



# UNOFFICIAL COPY

9. The undersigned shall deposit with the Holder of the Trust Deed and Note ("Holder") on the 1st day of each month a sum equal to one-twelfth (1/12th) of the yearly taxes which may become a lien on the premises and one-twelfth (1/12th) of the estimated annual premiums for insurance coverages required to be kept and maintained by the undersigned, all as reasonably estimated to provide sufficient sums for the full payment of such charges one (1) month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a default hereunder. If the amount of the funds held by the Holder shall not be sufficient to pay all such charges as herein provided, Mortgagors shall pay to Holder any amount necessary to make up the deficiency within fourteen (14) days from the date notice is mailed by Holder to Mortgagors requesting payment thereof.

10. The remedies of the Mortgagee hereof, whether provided herein or in the companion Installment Note, shall be cumulative and concurrent and may be pursued singularly, successively or concurrently at the sole discretion of the Mortgagee or holder hereof. No act or omission or commission of the Mortgagee or holder hereof, including without limitation any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of same. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent event.

  
\_\_\_\_\_  
FENTON C. BOOTH  
  
\_\_\_\_\_  
SUSAN E. BOOTH

Property of Cook County Clerk's Office

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

06-10-2019

06/10/2019